

Proposed Terms of Reference Financial Audit for the project:
"Strengthening the capacity of civil society to ensure the protection of women at risk and survivors of domestic violence in Central Asia"

General information:

Entity: Acted

Subject: Project audit: "Strengthening the capacity of civil society to ensure the protection of women at risk and survivors of domestic violence in Central Asia"

Period to be audited: 2021-09-15 to 2024-09-14 (36 months)

Deadline for submission of applications: 01/03/2024

Estimated start date: 01/12/2024

Location of the audit: Main office: Acted Tajikistan office in Dushanbe

Secondary offices: Acted Uzbekistan office in Tashkent and Kyrgyzstan office in Bishkek

Table of contents

I.	Foreword	1
II.	Description of the project	2
III.	Objective of the audit	5
IV.	Organisation of the audit	5
	IV1. Audit methodology and approach	5
V.	Conduct and scope of the audit	6
	V1. Scoping meeting with the auditor.....	6
	V2. Carrying out and reporting the financial audit.....	6
VI.	Reports to be provided	7
VII.	Reference documents	7
	IX.1 Evaluation of applications.....	8
X.	Submission of proposals.....	8

Foreword

Acted is an international non-governmental organization founded in 1993 and based in Paris, with offices in 40 countries around the world. Acted is committed to providing immediate humanitarian assistance to support people in need and protect their dignity, while creating longer-term opportunities for sustainable growth and the realization of people's potential.

I. Project description

At least one in three women in Central Asia experiences domestic violence in her lifetime. Gaps in the implementation of national laws on domestic violence and in frontline services undermine efforts to protect women from violence. The project aims to improve the protection of women who are at risk of or have experienced gender-based violence in Kyrgyzstan, Tajikistan and Uzbekistan by improving the effective implementation of domestic violence legislation, improving access to comprehensive support services and economic empowerment for women and girls who have experienced violence, and promoting gender-equitable social norms, attitudes and behaviors. The project is implemented by Acted and local civil society organizations (Forum of Women's NGOs, The Congress of Women of Kyrgyzstan, Women's Democracy Network) working at the national and community levels. Over 3 years, the project aims to increase the influence of women's CSOs on national policy as well as on support services for women victims of violence.

The table describes the project financed by AFD:

Duration	36 months
Total contractual budget	800 000 €
Locations	Tajikistan: 3 districts in Khatlon and 3 in the DRS region Uzbekistan: 3 districts in Surkhandarya region and 3 in Fergana region Kyrgyzstan: 1 district in Batken, 1 district in Jalal-Abad and 1 district in the Chui region
Objectives of the action	<p>Overall objective: To strengthen the role of civil society in Central Asia in combating gender-based violence in society and promoting the protection and empowerment of women at risk or victims of violence.</p> <p>Specific objectives</p> <p><u>Specific Objective 1:</u> Strengthen the capacity of local civil society to advocate for improved legal frameworks on domestic violence and to promote and monitor their effective implementation.</p> <p><u>Specific Objective 2:</u> Strengthen the capacity of frontline service provider groups, including crisis centres and shelters, to provide comprehensive services to women and girls who are victims of violence.</p>

	<p><u>Specific Objective 3:</u> Advance civil society actions to promote gender-equitable social norms, attitudes and behaviours throughout society to prevent gender-based domestic violence.</p> <p>These three specific interrelated objectives will enable the project to generate sustainable change by addressing the issue of gender-based domestic violence in a systemic way in different segments of society. The project consortium is built to allow for complementary competencies to ensure that the project achieves high quality results and products. The project includes both "national level" partners who specialize in research, legal analysis, advocacy, civil society capacity building and campaigning, as well as "community level" partners who are directly involved in the frontline response and therefore best understand community contexts and needs.</p>
Direct beneficiaries	<p>Direct beneficiaries are divided into two distinct groups:</p> <ul style="list-style-type: none"> • The first group is made up of "individual beneficiaries" and includes approximately 6,000 women and girls at risk and survivors of domestic violence - at least 2,500 in Tajikistan, at least 2,000 in Uzbekistan and at least 1,500 in Kyrgyzstan. These direct beneficiaries will benefit from the project's frontline services, improving access to information, medical, psychological and legal support, and economic empowerment. • The second group consists of "institutional beneficiaries", including 96 civil society representatives (excluding project partners), 14 shelters and rehabilitation centres, 30 police officers and 54 psychologists.
Indirect beneficiaries	<p>As the project will target 3 districts in each of the targeted regions in Tajikistan, 1 district in each of the targeted regions in Kyrgyzstan, and a total of 6 districts in Uzbekistan (3 in Ferghana, 3 in Surkhandarya), it is estimated that the total number of indirect beneficiaries will reach between 600,000 and 1.3 million people (50-100% of the local population in the targeted districts).</p>
Expected results	<p>R1.1: CSOs have improved their skills and capacities to propose and advocate for improvements in the legal environment that provide safeguards for women at risk and victims of domestic violence</p> <p>R1.2: CSOs are able to support sub-national institutions to better plan, fund and implement evidence-based programmes to prevent and respond to GBV in targeted districts.</p> <p>R2.1: Crisis centres and safe shelters provide at-risk women and girls and survivors of gender-based domestic violence with improved access to support services.</p>

	<p>R.2.2: CSOs support key service providers to improve their capacity to respond to cases of domestic violence in a gender-sensitive manner and in accordance with legal provisions and international standards.</p> <p>R2.3: CSOs support the economic and social empowerment of women at risk and survivors of domestic violence through reintegration programs that support entrepreneurial initiatives.</p> <p>R3.1: CSOs undertake community-based initiatives, such as community dialogues, public information and awareness campaigns, and social programmes, to promote domestic violence prevention strategies.</p> <p>Outcome of the capitalisation activity: The women's CSO networks in Tajikistan, Uzbekistan and Kyrgyzstan are actively involved in regional exchanges, benchmarking and learning, in order to jointly improve their national responses to gender-based domestic violence and bring them into line with international human rights standards.</p>
Main activities	<p>A1.1.1: Identification of gaps in existing national laws on domestic violence and their implementation</p> <p>A.1.1.2: Training of local governmental and non-governmental stakeholders to monitor the implementation of "domestic violence laws" and related legislation, and to report rights violations.</p> <p>A1.1.3: CSO-led advocacy for legal and policy amendments to address critical gaps in the implementation of national "domestic violence laws</p> <p>A1.2.1 : CSO engagement with local authorities at the district level to include prevention and response to domestic violence in local development plans and budgets.</p> <p>A.2.1.1: Assessment of service delivery of existing shelters and crisis centres run by different organizations:</p> <p>A2.1.2: Capacity building of frontline service provider CSOs in organizational capacity, service standards and income diversification</p> <p>A2.1.3: Support to CSO-run shelters and transit houses to provide comprehensive services to women at risk and survivors of domestic violence</p> <p>A2.2.1: Training of police officers, social workers and psychologists on women's human rights, national legislation on</p>

	<p>domestic violence and service standards for dealing with cases of gender-based domestic violence</p> <p>A2.3.1: Establishment of a "reintegration program" for women at risk and survivors of domestic violence</p> <p>A3.1.1: Roll out community campaigns to inform women of their rights and available services</p> <p>A3.1.2: Roll out a national awareness campaign to combat gender stereotypes and harmful practices</p> <p>A3.1.3: CSO-led pilot work with abusers/perpetrators of domestic violence through family psychosocial support and positive fathering models</p> <p>Capitalisation activity: Setting up a regional platform of women's CSOs</p>
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II. Audit objective

The project implemented by "Acted", financed to the tune of 50% by AFD, must undergo an external financial audit for the expenditure incurred within the project. The search for an external auditor is the objective of these terms of reference.

The selected auditor will be required to express a professional and independent opinion on the financial report drawn up by "Acted" for the expenditure implemented as part of the project. The auditor shall:

- Follow the checklist in Appendix 2,
- Ensure that the financial report complies with the model required by AFD,
- Ensure the eligibility of expenditure incurred during the project and reported in the financial report
- Give an opinion on compliance with the procedures listed in the Financing Agreement with AFD and in the methodological guide to AFD's CSO support mechanism (<https://www.afd.fr/fr/les-organisations-de-la-societe-civile>)
- Certify the financial report to be submitted to AFD

III. Organisation of the audit

IV1. Audit methodology and approach

The consultant will propose a methodological note for carrying out this audit. In particular, this should specify the sampling methodology to ensure that the expenditure to be audited is representative at the overall level and for each budget heading.

IV2. Place of operation

Interventions will mainly take place:

At the main office: Address: 12 M. Tursunzoda Street, Dushanbe, Tajikistan

Secondary offices: 6/79 Osiyo Street, Tashkent, Uzbekistan, and 15 Maldybaev Street, Bishkek 720055, Kyrgyzstan.

IV. Conduct and scope of the audit

The audit will take place in two stages

V1. Scoping meeting with the auditor

This meeting must be held within one month of the contract being signed. The main objective of this meeting is to ensure that the CSO has a good understanding of the scope and terms of the audit. It should enable the CSO to strengthen the internal procedures that are essential for compliance with its contractual obligations in order, in the long term, to facilitate the auditor's work and to limit as far as possible the rate of ineligible expenditure recorded at the end of project implementation. This meeting may also enable the auditor to make recommendations to the CSO following contracting.

V2. Carrying out and reporting the financial audit

The main tasks of the examination will be to :

- Ensure that all expenditure has been incurred in accordance with the provisions of the Financing Agreement and the methodological guide to AFD's CSO support mechanism, with particular attention to commitments relating to procurement.
- Check the eligibility criteria for expenditure reported in the financial report
- Check the resources allocated to the project and the correct allocation of expenditure by donor.

The main eligibility criteria for expenditure are as follows:

- The expenditure was actually incurred during the period covered by the Financing Agreement
- The expenses incurred were budgeted for and are classified in the correct budget category.
- The expenditure incurred was necessary to implement the project
- Expenditure incurred and reported in the financial report has been recorded and allocated to the project in the accounting system of "Acted" or in that of its partners in accordance with the accounting standards applicable in the country of establishment of the latter and usual accounting practices.

The auditor will carry out all the checks mentioned in the checklist in Appendix 2. If certain points could not be checked, this should be specified and the reason given in the management letter.

V. Reports to be provided

At the end of the scoping meeting described in section V1, the auditor will independently draft a scoping memorandum setting out his main recommendations for the implementation of the financial audit.

The financial audit described in part V2 must be carried out after the end of the project (September 14, 2024). The audit report must be provided within six months of the end of the project. It must justify the verification of expenditure and comment on each of the checks. It must indicate the amount of expenditure declared ineligible (with comments for each item of expenditure concerned). Competitive tendering procedures, retrocessions and valuations must also be assessed and commented on.

The checklist (see appendix 2) must be appended to the audit report.

A management letter summarising the main conclusions of the expenditure audit report and setting out the main recommendations.

VI. Reference documents

- Project financing agreement between "Acted" and AFD
- the methodological guide to AFD's CSO support mechanism according to the AMI for which the project has been submitted and selected is available on the AFD website / Projects selected before AMI 2019: <https://www.afd.fr/sites/afd/files/2017-12/guide-demande-de-financement-initiative-OSC-AFD.pdf>
- Agreements between "Acted" and each project partner
- Project narrative reports
- The financial report for the project as at (September 14, 2024).
- Detailed project budget
- Supporting documents required for verification

VII. Technical and financial proposal

The Consultant invited to tender shall provide the following to "Acted":

A technical proposal which must indicate :

- The proposed audit methodology
- The consultant's references and experience (maximum 3 pages) ;
- The CV of the speaker(s) and a breakdown of responsibilities;
- A provisional timetable for the project and an estimate of the workload in man-days;

A financial proposal which must indicate :

- Total audit costs in EUR incl. VAT
- Payment terms (payment schedule)

Consultant profile :

- The partner signing the report must be a qualified chartered accountant and a member of the professional associations of chartered accountants.
- Associate staff should have experience of auditing projects financed by French public funding bodies.
- Application of recognised professional standards (IFAC, IDEAS, etc.)

The Declaration of Integrity, Eligibility and Environmental and Social Commitment, completed and signed by the authorised person, if the contract is equal to or greater than €20,000 (see Annex X.3).

VIII. Application processing

IX.1 Evaluation of applications

The Consultant will be selected using the quality and cost selection method:

- Technical offer: understanding of the ToR, methodology, experience of the consultant(s)
- Financial offer: daily rates, number of days proposed, ancillary costs, overall offer corresponding to the available budget

The technical evaluation will follow the following evaluation grid (to be adapted by the CSO):

Criteria	
Acted's administrative documents	Accepted or rejected
Consultant's administrative documents - Copy of identity card, - Copy of licence	Accepted or rejected
TECHNICAL PROPOSAL	60%
Understanding the ToR/Presentation of the methodology used	10%
Consultant's references and experience	30%
<i>Experience of auditing NGO structures</i>	10%
<i>Experience of auditing international projects</i>	10%
<i>Experience in public finance auditing</i>	10%
CV of speaker(s)/share of responsibilities	10%
Provisional work schedule/estimated workload in man-days	10%
FINANCIAL OFFER	40%
TOTAL	100%

Once the bids have been received and analysed, the applicants reserve the right to negotiate the proposals with the shortlisted candidates.

The applicant also reserves the right not to select any candidate if no offer is deemed satisfactory.

All information relating to the "Strengthening the capacity of civil society to ensure the protection of women at risk and survivors of domestic violence in Central Asia " project included in the tender documents or provided separately must be treated in strict confidence by the contractor. Applicants agree not to disclose or publish any information relating to this tender.

Similarly, any document provided by the service provider will be considered confidential.

IX. Sending offers

Applications must be sent by e-mail, in English, with the reference: **PS/03EQT/M84/05EQT/M85/06EQT/M86/AUD/TAJ/11-01-2024/003** subject line, to the following addresses with a request for acknowledgement of receipt:

tajikistan.tender@acted.org

Deadline for applications: 01/03/2024.

Questionnaire to be completed by the auditor and submitted to Agence Française de Développement

FINANCIAL AUDIT CHECKLIST

The auditor selected under the call for tenders undertakes to carry out all the following checks, and to **attach this completed and signed list to the final audit report**. If certain points could not be verified, this must be specified and the reason given in the management letter.

Auditor (name/status/address) : Certification/qualification :
CSO or partner audited : Audit dates :
AFD agreement no. Amount audited : Brackets :

1. CONTROL QUESTIONS	Yes, the point has been checked	Add a comment if the point could not be checked
1.1. Inspection procedures		
Was a scoping meeting held between the auditor and the CSO within the first 12 months of project implementation?		
Has the auditor independently defined the sample of expenditure to be audited?		
Is the sample of expenditure to be checked greater than 50% of the total amount of expenditure for the project?		
Has each budget heading been checked for a significant amount?		
Has the auditor checked expenditure managed locally? If so, please explain the control method (field visit, association with a local audit firm, transmission of local documents to head office, etc.)?		
1.2 Contractual obligations		
Do the contractual documents (application form, funding agreement, partnership agreement) exist and have they been signed and dated?		
Is there a clear accounting and financial management system? Have the responsibilities of the CSO, project coordination, management and financial controls been clearly defined?		

Have the provisions included in the agreement and those set out in the methodological guide in force at the time the grant was awarded been complied with?		
1.3. Analysis of the financing plan		
Has the maximum limit of 25% of the total project budget been respected? Please note that the value added cannot appear in the contributions from AFD and the French ministries.		
Have the valuation methods set out in the methodology guide been followed?		
Has the contractually agreed budget been respected overall, within the limits of the rules defined by budget heading and partner? If you have noted a variation of more than 20% in the total for each budget heading, has AFD notified you that it has no objection?		
In the table of expenditure, have the ceilings laid down in the methodological guide been respected? - The "miscellaneous and unforeseen" heading is capped at 5% of total direct project costs (excluding indirect and structural costs). - If the CSO has made provision for a specific line "Head office staff dedicated to the project" in the "Human Resources" budget heading, indirect costs are capped at 10% of direct project costs. - If the CSO has declared indirect costs of up to 12% of the direct costs of the project, has it been checked that the heading "Travel and mission costs" only includes mission costs for head office staff (per diems and transport costs)?		
Have AFD been systematically informed of partners and stakeholders who have received retrocessions in excess of €5,000?		
1.4. Audit of the accounting system		
In the CSO's accounts, is there an analytical code dedicated to the income and expenditure generated by the project?		
Can the amount indicated in the implementation report be reconciled with a list of expenditure extracted from the accounting system?		
Does the recording system make it possible to attribute an invoice or accounting document of equivalent probative value to each item of expenditure?		
Does the recording system allow proof of payment (usually a bank statement, bank transfer confirmation, till receipt) to be allocated to each expense?		
1.5. Control of expenditure		
<u>Compliance with applicable legislation</u> - Have Community and national rules been respected? - Does the public procurement process comply with : ▪ European and national/internal public procurement rules and those stipulated in the agreement.		

<ul style="list-style-type: none"> Documentation on compliance with the chosen procedure (applications, rejection letters, notification, contract). Have the principles of transparency, non-discrimination, fair treatment and respect for competition been respected? 		
<u>Checking the eligibility of expenditure</u> <ul style="list-style-type: none"> - Does the expenditure comply with the eligibility criteria set out in the methodological guide? - Have we been assured that the expenditure has not already been subsidised by other funding (EU, regional, local or other) not declared in the financing plan? Are there any controls in place to avoid double-funding? 		
<u>Staff costs</u> <ul style="list-style-type: none"> - Are the expenses properly linked to the CSO's employees or otherwise justified in terms of the actions provided for in the agreement? - Are staff costs supported by documents such as employment contracts, pay slips (or any other document of equivalent probative value), payment receipts, details of calculations used to determine the unit cost of staff (day, week, month), time sheets, time sheets specific to the project? - Is the calculation based on actual costs (gross salaries + the employer's contractual obligations for the employee who actually worked on the project)? - Where staff do not work full-time on the project, is the pro rata calculation based on a traceable and verifiable method? 		
<u>Travel and accommodation</u> <ul style="list-style-type: none"> - Have travel, per diem and accommodation expenses been declared in accordance with an internal regulation established by the CSO? - Are the trips to which this expenditure relates justified by the objectives of the project as set out in the initial application? - Is travel limited to the geographical areas covered by the project? If external, have they been explicitly validated with AFD? - Are travel and accommodation expenses exclusively related to trips made by project participants identified by the CSO or its partners? 		
<u>Capital expenditure</u> <ul style="list-style-type: none"> - Was the equipment purchased initially provided for in the funding application? If not, has the AFD been validated by ANO in accordance with the provisions of the methodological guide (materiality threshold > €10,000 for field and general interest projects)? - If a material asset is valued, does the depreciation method comply with general accounting rules? - If the equipment has not been used solely for the Project, is only a share of the actual costs allocated to the Project? Is this share calculated using a fair and justified method? 		
<u>External expertise</u> <ul style="list-style-type: none"> - Is the expenditure linked to the items on this budget line according to the characteristics set out in the funding application? - Has the use of external expertise been carried out in accordance with the tendering and award rules stipulated in the agreement? 		

<u>Exchange rates</u> - Has the conversion method applied by the CSO been explained and the rate verified? - Does this method comply with the provisions of Article 3.2.3 of the agreement? - Has the Beneficiary specified how it will use the sums generated by foreign exchange gains and compensate for foreign exchange losses during the implementation of the project?		
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2. EXPECTED DELIVERABLES	Yes, sent to AFD	Why not?
An expenditure verification report, commenting on each of the checks and the amount of expenditure declared ineligible, and including in particular an assessment of calls for tender, retrocessions and valuations carried out during the project.		
A management letter summarising the main conclusions of the expenditure audit report and setting out the main recommendations.		

X.3 Declaration of integrity, eligibility and environmental and social commitment

Title of the invitation to tender : _____
(the "Contract")

A : _____ (the "Owner")

1. We acknowledge and accept that the Agence Française de Développement (the "AFD") only finances the project owner's projects on its own terms, which are determined by the Financing Agreement between the AFD and the project owner. Consequently, there can be no legal link between the AFD and our company, our consortium or our subcontractors. The project owner retains sole responsibility for the preparation and implementation of the procurement process and its subsequent execution.
2. We certify that we are not, and that none of the members of our group and our subcontractors are, in one of the following cases:
 - 2.1) be in a state of, or have been the subject of, bankruptcy, liquidation, judicial settlement, safeguard or cessation of activity proceedings, or be in any similar situation resulting from proceedings of the same nature;
 - 2.2) have been convicted for less than five years by a judgment which has the force of res judicata in the country where the Project is carried out for one of the acts referred to in Articles 6.1 to 6.4 below or for any offence committed in connection with the award or performance of a contract¹ ;

¹ In the event of such a conviction, you may attach to this Declaration of Integrity any additional information that will enable you to consider that the conviction is not relevant in the context of the contract financed by AFD.

2.3) appear on the Financial Sanctions Lists adopted by the United Nations, the European Union and/or France, in particular to combat the financing of terrorism and breaches of international peace and security;

2.4) in professional matters, have been guilty of serious misconduct in the past five years in connection with the award or performance of a contract;

2.5) not having fulfilled our obligations relating to the payment of social security contributions or our obligations relating to the payment of taxes in accordance with the legal provisions of the country in which we are established or those of the country of the project owner;

2.6) have been convicted within the last five years by a judgment that has the force of res judicata for one of the acts referred to in Articles 6.1 to 6.4 below or for any offence committed in connection with the award or performance of a contract financed by AFD;

2.7) be subject to an exclusion order issued by the World Bank, as of 30 May 2012, and be on the list published at <http://www.worldbank.org/debarr>² ;

(2.8) is guilty of misrepresentation in providing any information required as part of the Contract award process.

3. We certify that we are not, and that none of the members of our group and our subcontractors are, in one of the following situations of conflict of interest:

3.1) shareholder controlling the project owner or subsidiary controlled by the project owner, unless the resulting conflict has been brought to the AFD's attention and resolved to its satisfaction.

3.2) have a business or family relationship with a member of the project owner's staff involved in the selection process or control of the resulting contract, unless the resulting conflict has been brought to the attention of AFD and resolved to its satisfaction;

3.3) control or be controlled by another tenderer, be placed under the control of the same company as another tenderer, receive subsidies directly or indirectly from another tenderer or award subsidies directly or indirectly to another tenderer, have the same legal representative as another tenderer, have direct or indirect contacts with another tenderer enabling us to have and give access to information contained in our respective tenders, to influence them, or to influence the project owner's decisions;

3.4) be engaged for a consultancy assignment which, by its nature, is likely to prove incompatible with our assignments on behalf of the project owner;

3.5) in the case of a procedure for the award of a works or supply contract :

ii. to have prepared ourselves or to have been associated with a consultant who has prepared specifications, plans, calculations and other documents used as part of the competitive tendering process in question ;

iii. be ourselves, or one of the firms with which we are affiliated, engaged,

² In the event of such a decision to exclude, you may attach to this Declaration of Integrity any additional information that will enable you to consider that this exclusion decision is not relevant in the context of the contract financed by AFD.

or to be engaged, by the Employer to carry out supervision or control of the works under the Contract.

4. If we are a public establishment or a public company, we certify that we have legal and financial autonomy and that we are managed in accordance with the rules of commercial law³.
5. We undertake to inform the project owner without delay, who will inform the AFD, of any change in the situation with regard to points 2 to 4 above.
6. In connection with the award and performance of the Contract :
 - 6.1) We have not and will not commit any unfair manoeuvre (act or omission) intended to deliberately deceive another person, intentionally conceal information, surprise or vitiate his consent or cause him to circumvent legal or regulatory obligations and/or violate his internal rules in order to obtain an illegitimate benefit.
 - 6.2) We have not committed and will not commit any unfair manoeuvre (action or omission) contrary to our legal or regulatory obligations and/or our internal rules in order to obtain an illegitimate benefit.
 - 6.3) We have not promised, offered or granted, and we will not promise, offer or grant, directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial office within the State of the Employer, whether appointed or elected, on a permanent basis or not, whether remunerated or not and whatever their hierarchical level, (ii) any other person who performs a public function, including for a public body or a public company, or who provides a public service, or (iii) any other person defined as a public official in the State of the project owner, an undue advantage of any kind, for himself or for another person or entity, in order for him to perform or refrain from performing an act in the exercise of his official duties.
 - 6.4) We have not promised, offered or given, and we will not promise, offer or give, directly or indirectly, to any person who directs or works for a private sector entity, in any capacity whatsoever, any undue advantage of any kind, for themselves or for any other person or entity, in order that they do or refrain from doing any act in breach of their legal, contractual or professional obligations.
 - 6.5) We have not committed and will not commit any act likely to influence the process of awarding the Contract to the detriment of the Employer and, in particular, any Anti-competitive Practice the object or effect of which is to prevent, restrict or distort competition, in particular by tending to limit access to the Contract or the free exercise of competition by other companies.
 - 6.6) We, or one of the members of our consortium, or one of the subcontractors will not acquire or supply equipment and will not operate in sectors under United Nations, European Union or French Embargo.
 - 6.7) We undertake to respect and to ensure that all our subcontractors respect the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organisation (ILO) and the international conventions for the protection of the environment, in

³ Article to be deleted where appropriate in the event of a contract concluded with a public company without competitive tendering.

accordance with the laws and regulations applicable in the country where the Contract is carried out. We also undertake to implement the environmental and social risk mitigation measures defined in the environmental and social management plan or, where applicable, in the environmental and social impact notice provided by the project owner.

7. We, the members of our consortium and our subcontractors authorize AFD to examine the documents and accounting records relating to the award and performance of the Contract and to submit them for verification to auditors appointed by AFD.

Name : _____ As : _____

Signature : _____

Duly authorised to sign the tender for and on behalf of⁴ _____

As of : _____ day of : _____

⁴ In the case of a joint venture, enter the name of the joint venture. The person signing the tender on behalf of the Tenderer shall attach to the Tender the Power of Attorney given by the Tenderer.